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AGREEMENT

between

PROVINCE OF MANITOBA

and

ORGANIZATION OF PROFESSIONAL ENGINEERS

EMPLOYED BY THE PROVINCE OF MANITOBA

1983 - 1987

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THIS AGREEMENT made and entered into the _____ day
of _____, A.D. 198 .

BETWEEN:

HER MAJESTY THE QUEEN,
in Right of the Province of Manitoba,
(Hereinafter referred to as "the Government"),
OF THE FIRST PART,

- and -

THE ORGANIZATION OF PROFESSIONAL ENGINEERS
EMPLOYED BY THE PROVINCE OF MANITOBA,
(Hereinafter referred to as "the Organization"),
OF THE SECOND PART.

WHEREAS the Organization is the certified bargaining agent of certain specified Engineers employed by the Government, more specifically having been certified under the Labour Relations Act of the Province of Manitoba by the Manitoba Labour Board on the 2nd day of December, A.D. 1975, under Certificate No. MLB-2949 as certified bargaining agent for a unit described as follows:

"All persons employed by The Province of Manitoba as Professional Engineers and functioning as such, except those excluded by the Act".

AND WHEREAS the Organization and the Government have agreed to enter into a Collective Agreement containing terms and conditions of employment of the said Engineers employed by the Government, including provisions with reference to rates of pay and hours of work;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises of the covenants and agreements of the parties hereto, hereinafter contained, and by them to be respectfully observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE 1 - COPIES OF AGREEMENT

- 01 A copy of this Agreement shall be provided to each of the present Engineers and to all future Engineers bound by this Agreement. The Government and the Organization shall share equally all costs in connection with the printing of the Collective Agreement for use by present and future Engineers covered by this Agreement and the Organization shall be responsible for distribution of the Collective Agreement to all such Engineers.

ARTICLE 2 - INTERPRETATION

- 01 "Employing Authority" means:
- (a) in respect of a department
 - (i) the Minister presiding over a department; or
 - (ii) the Deputy Minister; or
 - (iii) any person designated by the Minister to act as employing authority in respect of the department on behalf of the Minister.
- 02 "Organization" means the Organization of Professional Engineers Employed by the Province of Manitoba.
- 03 "Government" means Her Majesty The Queen in right of the Province of Manitoba.

ARTICLE 3 - DISCRIMINATION

- 01 There shall be no discrimination by either party against any member of the bargaining unit because of that member's participation or non-participation in the lawful activities of the Organization.

ARTICLE 4 - MANAGEMENT RIGHTS

- 01 All the functions, rights, personnel pay practices, powers and authority which the Government has not specifically abridged, delegated or modified by this Agreement are recognized by the Organization as being retained by the Government. The Government agrees that their functions will be exercised in a manner not inconsistent with the terms of this Agreement.

ARTICLE 5 - RECOGNITION OF THE ORGANIZATION

- 01 The Government recognizes the Organization as the sole and exclusive bargaining agent for those Engineers of the Government referred to in Certificate No. MLB-2949 of The Manitoba Labour Board.

ARTICLE 6 - TERM OF AGREEMENT

- 01 The provisions of this Agreement, unless otherwise specified, shall become effective from and including March 19, 1983 up to and including September 25, 1987 and thereafter until a new Agreement has been concluded, provided, however, notice for revision or termination of this Agreement may be submitted by the Government or the Organization to the other party on or before July 1 prior to the termination date of this Agreement, and in the case of notice of termination being given as aforesaid, this Agreement shall terminate on September 25, 1987. If notice for revision or termination of this Agreement is not made before July 1 prior to the termination date of this Agreement, this Agreement will continue in full force and effect for a further period of twelve (12) months. During the period of negotiations for renewal or revision of this Agreement, this Agreement and all of its terms and conditions shall remain in full force and effect.

- 02 If notice is given for revision or termination of this Agreement as aforesaid, the Organization and the Government agree that they shall deliver each to the other on or before August 1st of that year, their written proposals for a new Agreement or revision of this Agreement. The parties hereto agree that they will be restricted in their negotiations to the matters raised in the proposals made by them on or before August 1st and that such proposals for any alterations or amendments to the Agreement shall be in writing.
- 03 Upon notice being given by any of the parties hereto under 01 hereof each party agrees to commence negotiations on or before August 15th of that year for the new Agreement or the revision of this Agreement as proposed by the parties hereto.
- 04 All time limits may be extended by mutual consent.

ARTICLE 7 - MEDICAL FITNESS

- 01 A physical examination prior to initial appointment to any position covered by this Collective Agreement by a duly qualified medical practitioner designated by or acceptable to the employing authority may be required for any Engineer who, in the opinion of the employing authority should be given a physical examination.
- 02 The employing authority may require an Engineer to have a psychiatric examination; and/or a physical examination.
- 03 The cost of any examination or report as hereinbefore set out, shall be borne in its entirety by the employing authority.
- 04 A copy of the report that was submitted to the employing authority shall be provided to the Engineer within twenty (20) days of the examination.

ARTICLE 8 - RECRUITMENT AND SELECTION

01 a) The preference for filling vacancies shall be as follows:

- i) promotion;
- ii) competition;

b) If the vacancy or new position is to be filled by means of a competition, such vacancy or new position shall be posted by means of an Employment Bulletin or Circular accessible to Engineers within the bargaining unit for a minimum period of one week. The vacancy or new position may be simultaneously advertised.

c) The Bulletin or Circular shall be in a form similar to the Employment Bulletin issued by the Civil Service Commission and shall contain such information as: Category or Working Title, Classification, Location, Qualifications, Duties and Responsibilities, Salary and closing date for acceptance of applications.

d) The closing date for acceptance of such applications shall not be less than seven days after the date on which the Bulletin or Circular was posted.

02 Section 01 hereof does not apply to positions to be filled at the entry level by Engineering Graduates. The term "entry level" shall mean positions at the Engineer I or Engineer II classifications, and the Environmental Engineer I and the Environmental Engineer II classifications.

03 Section 01 hereof does not apply to term positions of one year or less duration but shall apply to multi-year term positions.

04 The selection of Engineers for vacant or new positions shall be on the basis of merit, abilities, prior work experience and seniority.

- 05 An application from an Engineer in the bargaining unit shall be given preference if such applicant, on the basis of merit, ability, and prior work experience, can meet all the requirements of the position.
- 06 An Engineer who is an unsuccessful applicant for a vacant or new position shall, upon written request to the Civil Service Commission within 30 days of receipt by him of the notification, be supplied with the written reason(s) for his non-acceptance.
- 07 (a) Where an Engineer is appointed to a term position, he will be given written notice at the time of hire of the commencement date of employment and the expiration date of such term employment. Such written notice shall, in addition to the commencement date and the termination date of employment, contain the following notification: "No further notice of the expiration date of your term appointment shall be provided except for cases of lay-off or termination prior to the expiry date of your term position".
- (b) Where the employing authority desires to extend the expiration date of an Engineer's term employment, notification in writing of such extension shall be given to the Engineer at least two weeks prior to the expiry date of his term employment.
- (c) The written notice referred to in this Article shall be as shown in Schedule "B" attached hereto which forms a part of this agreement.

ARTICLE 9 - PROBATION

- 01 Every Engineer appointed to a position shall be on probation for a period of twelve (12) months. The termination of an Engineer during this initial probationary period is neither grievable nor arbitrable.
- 02 Where an Engineer has been promoted or transferred, the probationary period shall be six (6) months or such longer period as may be established by the employing authority.

- 03 Where an Engineer's services have been found to be unsatisfactory during his probationary period following a promotion or transfer, every reasonable effort will be made to relocate the Engineer to a similar position at the then prevailing salary for the classification and position that he occupied prior to his promotion or transfer.

ARTICLE 10 - PERFORMANCE APPRAISAL

- 01 Where a formal written assessment of an Engineer's performance is made, the Engineer concerned shall sign the assessment indicating its contents have been read. The Engineer shall be given an opportunity to place his own comments on the assessment and a copy of the assessment shall be provided to the Engineer. Failure to provide a copy of the assessment shall not render it invalid.

ARTICLE 11 - MERIT INCREMENTS

- 01 Merit increase means an increase in the rate of pay of an Engineer of one increment within his pay range which may be granted in recognition of one full year of satisfactory service.
- 02 The merit increase shall be effective on the applicable anniversary date.
- 03 Where an Engineer's merit increase is not to be granted, he shall be so notified in writing by the department including the reasons therefor. Every reasonable effort will be made to provide such notice prior to the applicable anniversary date.

ARTICLE 12 - TERMINATION OF EMPLOYMENT

- 01 The employing authority shall give a written notice of termination to each Engineer who has been terminated, at least four (4) weeks before the date on which the employee's termination is to be effective.

- 02 Any Engineer who is voluntarily terminating employment with the Government shall give a written notice of termination to the employing authority at least four (4) weeks before the date on which the Engineer's termination is to become effective.
- 03 An Engineer may, with the approval of the employing authority withdraw his notice of termination at any time before his termination is to become effective.
- 04 The effective date of the termination shall be the last day upon which an employee performs his regular duties.

ARTICLE 13 - LAY-OFF

- 01 Subject to consideration of respective merits, abilities, and records of performance of the Engineers concerned, in determining the order of laying off Engineers, consideration shall be given to classification and service seniority of the Engineers in the classification from which Engineers are being laid off. Classification seniority shall mean length of continuous service in the position classification. Service seniority shall mean length of continuous service in a position in the bargaining unit.
- 02 Except where an Engineer is being laid off at the end of a specific term of employment, or after completion of a job for which he was specifically employed, an employing authority laying off a regular employee shall give the Engineer four (4) weeks written notice, or in the absence of such notice to the Engineer, payment in lieu thereof.
- 03 Where an Engineer is being laid off at the end of a specific term of employment, or after the completion of a specific job for which he was employed, no notice of lay-off is required.

04 Where an Engineer alleges that his lay-off has not been in accordance with this Article, the grievance procedure set forth in this agreement shall apply except that the grievance shall be initiated in the third step of the procedure.

05 Engineers who are laid off shall be placed on a re-employment list. Engineers placed on the re-employment list shall be called back in reverse order of lay-off in the classification from which the Engineer was laid off.

ARTICLE 14 - DISCIPLINARY ACTION

01 Where a person having supervisory authority over an Engineer believes that disciplinary action of that Engineer is necessary, he may:

- (a) orally or in writing reprimand the Engineer; or
- (b) recommend to the employing authority such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.

02 Any type of disciplinary action taken against a member of the bargaining unit herein must only be taken for just and proper cause.

ARTICLE 15 - GRIEVANCE PROCEDURE

01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work, and therefore the purpose of this Article is to establish such procedure for processing, discussing and settling grievances.

- 02 A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation, of an Article of this Agreement or of The Civil Service Act or an approved written policy respecting terms and conditions of employment.
 - (b) Any disciplinary action is defined in Article 13 including the termination, suspension, demotion, or written reprimand of an employee.
- 03 It is understood and agreed by both parties hereto that any alleged violation of the express terms of the Agreement or any dispute as to the meaning or application of the express terms of the Agreement may be arbitrable and the Arbitration Board shall have the power to decide whether any such issue is arbitrable or not but the Arbitration Board shall not have the power to alter, amend or modify the express terms of this Agreement.
- 04 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- 05 Any Engineer who believes he has a grievance as defined in this Article shall submit his grievance in writing with the redress requested and the grievance shall be dealt with as follows:
- Step 1: Within fifteen (15) working days from the time of the alleged grievance the Engineer, Organization representative or both shall discuss the matter with the Engineer's Section Head or his equivalent with a view to resolving the issue. The Section Head or his equivalent shall sign for receipt of the grievance and shall issue a decision at this level in writing and forward such a decision to the Engineer and the Organization within five (5) working days of the date of the meeting being held.

A grievance originated by a Section Head or his equivalent shall be presented initially at Step 2.

Step 2: If no settlement is reached within the time limit specified in Step 1, the Engineer, Organization representative, or both, shall within five (5) working days of receipt of the written decision in Step 1, or if no decision is received within the time limit specified, arrange a meeting with the appropriate Director or Assistant Deputy Minister. Such meeting will be held within five (5) working days and the decision at this level shall be made in writing and forwarded to the Engineer and the Organization within ten (10) working days of the meeting.

Step 3: If no settlement is reached within the time limit specified in Step 2, the grievance may be submitted to the Deputy Minister of the department involved or his designate by the Engineer, Organization representative or both within ten (10) working days of receipt of the decision at Step 2, or if no decision is received within the specified time, upon the termination of the specified time limit. The Deputy Minister or his designate shall issue his decision in writing to the Engineer and the Organization within fifteen (15) working days following his receipt of the grievance.

- 06 Arbitration: Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then the controversy may at any time within ten working days thereafter be referred by either party to a Board of Arbitration to be composed of one nominee appointed by the Government and one by the Organization, such appointments to be made within ten calendar days of such referral. The two nominees so appointed shall within 14 calendar days of the nomination of the last of them, select a third member who shall be the Chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the Chief Justice of the Province of Manitoba to appoint such nominee. A decision of the majority of the Board of Arbitration shall be final and binding on both parties hereto, and if there is failure to reach a majority decision, then the decision of the Chairman of the Arbitration Board shall be binding on the parties hereto.
- (a) Should the two appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba to select a Chairman.
 - (b) Each party shall be responsible for the costs and expenses of its appointee, and the costs and expenses of the Chairman of the Arbitration Board shall be shared equally between the Government and the Organization.
 - (c) In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitration Board may reinstate the employee with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.

(d) If the decision of the Arbitration Board is to reinstate any employee, the Arbitration Board shall deduct any wages earned through other employment since lay-off, suspension or discharge in question, from the award, if any.

07 In addition to the foregoing, the Organization may process a policy grievance with respect to Engineers employed by the Province of Manitoba and represented by the Organization, and any such policy grievance may be instituted at Step 3 of the grievance procedure herebefore set forth.

08 Time Limits: The time limits as stated herein may be extended by mutual agreement in writing of the employing authority and the Organization.

ARTICLE 16 - HOURS OF WORK

01 It is understood and agreed that except as hereinafter expressly provided, the normal work week will be 36 1/4 hours.

02 It is understood and agreed that the normal work day shall consist of 7 1/4 hours.

03 The government policy regarding flexible hours shall apply to Engineers in an "office" environment for the duration of this Agreement and is attached for informational purposes only.

ARTICLE 17 - COMPENSATORY LEAVE (OVERTIME)

01 Where under special circumstances an Engineer has been designated by an authorized supervisory authority to work periods of overtime beyond the normal expectations or requirements of the position, Engineers shall receive time off in lieu of overtime on the basis of one hour for each hour worked.

- 02 Subject to operational requirements, such time off shall be taken at a time mutually agreed. If the employing authority is unable to schedule such time off, the employing authority shall authorize payment in lieu of such time off. Such payment shall be at straight time rates.

ARTICLE 18 - GENERAL HOLIDAYS

- 01 In this agreement, the following days shall be recognized as paid holidays:

1. New Years's Day
2. Good Friday
3. Easter Monday
4. Victoria Day
5. Dominion Day
6. August Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

plus any other statutory holidays as declared by the Federal, Provincial or Local Government authority.

- 02 When any of the aforesaid Holidays except Remembrance Day, fall on a Saturday the preceding working day shall be observed as the holiday in lieu thereof and where any of the aforesaid holidays except Remembrance Day, fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof.
- 03 All Government offices shall be closed at one o'clock in the afternoon on December 24th of each year when that day is a normal working day and this day shall be considered as a full working day for the purposes of calculating all employee benefits, including salaries.

- 04 Except as otherwise provided in this Article every Engineer who does not work on a holiday that falls on a regular working day shall be paid at his regular rate of pay.
- 05 Notwithstanding any other provision of this Article, an Engineer is not entitled to pay for a holiday on which he does not work if:
- (a) he did not report to work after having been called to work on the day of the holiday; or
 - (b) he has absented himself from work without consent of the employing authority or its designee either on the regular working day immediately preceding or following the holiday unless his absence is by reason of established illness.
- 06 If an Engineer who is not entitled to pay for a holiday that falls on a regular working day for reasons outlined in Section 05(b) hereof does work on the holiday, he shall be paid equivalent to one and one-half times his regular rate for the time worked on that day.
- 07 If an Engineer who is entitled to pay for a holiday is required to work on the holiday he shall, in addition to the regular holiday pay, be compensated at one and one-half (1 1/2x) times his regular pay for all hours worked or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2 hours) for each such hour worked. Such time should should not be deliberately accumulated. If suitable arrangements for compensatory time off cannot be agreed upon within 30 days after the holiday, the Engineer shall be paid for such hours worked at the applicable rate.

ARTICLE 19 - VACATION

- 01 For the purpose of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March the following year.

02 An Engineer who has completed less than one (1) year's continuous employment as of April 1st, in any year, will be granted a vacation with pay pro-rated for the complete months worked. Such Engineer may, on request to the employing authority, also receive sufficient leave of absence without pay to complete any partial week of vacation.

03 Engineers shall earn vacation leave credits on the following basis:

- a) engineers who have completed less than two (2) years service, one and one-quarter ($1 \frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- c) commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2 \frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

- e) notwithstanding subsections (a), (b), (c) and (d), engineers terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1 \frac{1}{4}$) days per complete month of service and engineers terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1 \frac{2}{3}$) days per complete month of service, and engineers terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per complete month of service.

The changes to Section :02 are effective April 1, 1985.

04 When computing vacation leave it is agreed that:

- (a) Any fraction of a day equal to or greater than one-half shall be computed as a half day; and
- (b) any fraction of a day less than one-half shall be computed as nothing.

05 (a) With the exception of the conditions referred to in subsection (b), the parties agree that vacation leave may not be taken in advance of when it is earned.

- (b) With the approval of the employing authority, vacation leave up to a maximum of five (5) days may be granted in advance to a new employee. Earnings in excess of five (5) days in that vacation year must be taken in the vacation year following, as per Section 01 hereof.

06 (a) It is agreed between the parties hereto that all requests for earned vacation leave shall be submitted for approval and scheduling to the employing authority or its authorized designee.

- (b) Subject to 05(b) and 06(c), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (c) The employing authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one consecutive year nor will temporary assistance be supplied as a result of this absence.
- 07 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.
 - 08 Where an employee is absent on leave without pay, the parties agree that one and one-quarter (1 1/4) working days shall be deducted from the vacation leave of the employee for each month or portion thereof greater than one-half (1/2) that the employee is absent.

NOTE: Engineers who are receiving Remoteness Allowance are entitled to travel time as prescribed in Schedule "C".

ARTICLE 20 - SICK LEAVE

- 01 An Engineer shall be allowed sick leave with pay to the extent of that Engineer's accumulated sick leave credits including all sick leave credits accumulated to March 18, 1983.
- 02 An Engineer shall be granted sick leave credits at the rate of one-half (1/2) working day for each bi-weekly pay period during the first four (4) years of employment with the Government and one (1) working day for each bi-weekly pay period thereafter.

- 03 A new employee may be granted sick leave in advance of it being earned during his first six (6) months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days.
- 04 Subject to Section :05, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 05 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:
- a) to an engineer who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his or her years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and twenty eight (228) working days.
 - b) to an engineer who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty eight (228) working days of sick leave during his or her years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and fifty-six (256) working days; and
 - c) to an engineer who has been employed for not less twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during his or her years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the engineer's years of service to not more than two hundred and ninety-six (296) working days.

- (d) after the twentieth (20th) year of service, the maximum accumulative credit may increase to 296 working days.
- 06 Where an employee is absent because of illness, he shall endeavour to notify his immediate supervisor as means of communications permit.
- 07 An Engineer who has been absent because of sickness shall furnish when requested by the employing authority or his designate within fifteen (15) working days of the sickness, a medical certificate from a duly qualified medical practitioner designated by or acceptable to the employing authority, certifying that the Engineer is or was unable to be present at work because of the sickness. Where an Engineer fails to produce the requested medical certificate within fifteen (15) working days after the request has been made as aforesaid, the Engineer shall not be entitled to be paid for the period of absence.
- 08 The Government may, in its discretion grant additional sick leave with pay or without pay over and above an Engineer's accumulated sick leave.
- 09 Sick leave credits shall not be accumulated during periods of absence greater than one-half (1/2) of the bi-weekly period when the Engineer is:
 - (a) Absent without leave or leave without pay; or
 - (b) Absent on sick leave and/or worker's compensation for any period beyond the first ten (10) consecutive working days.
- 10 Engineers may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of the request.

ARTICLE 21 - LEAVE OF ABSENCE

- 01 An Engineer will be required to submit a written request for any leave of absence referred to in this Agreement unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis, and may be allowed at the discretion of the employing authority. Unless otherwise indicated in the Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.
- 02 Engineers granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.
- 03 Engineers granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.

ARTICLE 22 - MATERNITY LEAVE

- 01 An engineer who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

Plan A

- 02 In order to qualify for Plan A, a pregnant engineer must:
- a) have completed nine (9) continuous months of employment for or with the government;
 - b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

- c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 03 An engineer who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or
 - b) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 04 a) An engineer who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.
- b) Should the engineer not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the engineer shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

05 Effective the latter of:

- a) the bi-weekly pay period following the date of signing, or
- b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

06 In order to qualify for Plan B a pregnant engineer must:

- a) have completed nine (9) continuous months of employment for or with the government;
- b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- d) provide the employing authority with proof that she has applied for unemployment insurance benefits and that the C.E.I.C. has agreed that the engineer has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

07 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:

- a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work, and
- b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the employing authority, and
- c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the government for the full amount of pay received from the government as a maternity allowance during her entire period of maternity leave.

08 An engineer who qualifies is entitled to a maternity leave consisting of:

- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06 (c), or
- b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

- 09 During the period of maternity leave, an engineer who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
- a) for the first two (2) weeks an employee shall receive 93% of her weekly rate of pay;
 - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the engineer is eligible to receive and 93% of her weekly rate of pay,
 - c) all other time as may be provided under Section :08 shall be on a leave without pay basis.
- 10 Plan B does not apply to term or part-time engineers.
- 11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 12 When an engineer's anniversary date falls during the period of maternity leave under Plan A or B, the engineer shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 13 Sections 34(1.1) through 34 (1.9) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatais mutandis".

ARTICLE 23 - PATERNITY LEAVE

- 01 A male Engineer shall be granted up to a maximum of one (1) day's leave with pay, to attend the needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the days of his wife's admission to, or discharge from hospital.

ARTICLE 24 - ADOPTIVE PARENT LEAVE

- 01 Upon written request to the employing authority, an Engineer who has adopted a child, may be granted leave without pay up to a maximum of ten (10) weeks, to commence immediately following the date of the adoption. The Engineer may be required to furnish proof of adoption.

ARTICLE 25 - COMPASSIONATE OR BEREAVEMENT LEAVE

- 01 Compassionate or bereavement leave with pay in the amount of three (3) working days shall be granted to an Engineer in the event of the death of a parent, spouse, child or ward, sibling, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 02 Compassionate or bereavement leave with pay in the amount of one (1) working day shall be granted in the event of the death of an immediate relative not included in sub-article 01 hereof, including without limiting the generality of the foregoing, a spouse's father or mother, grandparent, grandchild, uncle or aunt and such compassionate or bereavement leave at the discretion of the Government may be extended up to three (3) working days with pay.

- 03 Compassionate or bereavement leave may be granted to an Engineer in respect of the death of any person not mentioned in sub-articles 01 or 02 above at the discretion of the Government.
- 04 The extension of the compassionate or bereavement leave provided for under sub-articles 01 and 02 above up to a maximum of five (5) working days with pay may be granted by the Government where distant travel is required by the Engineer.
- 05 For other purposes, such as dangerous illness or imminent death in the immediate family, an Engineer may be granted leave with pay up to a maximum of five (5) working days subject to the approval of the employing authority. Such leave shall be charged to the employee's sick leave credits.

ARTICLE 26 - WORKERS' COMPENSATION

- 01 When an Engineer is in receipt of Workers' Compensation allowance as a result of sickness, injury or disability incurred in the course of his duties, the Engineer, if he so elects, shall be an paid additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his gross salary. Such additional amount shall be chargeable to the Engineer's sick leave credits accrued at the time the Engineer commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the Engineer's accrued sick leave credits have been exhausted.
- 02 Where an Engineer is absent due to sickness, injury or disability for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the Engineer were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the sickness, injury or disability occurred.

ARTICLE 27 - RELIEF DUTIES

- 01 Where the employing authority concerned certifies that a person employed in one position has temporarily taken over and has continued to perform for twenty-five (25) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, he shall be appointed temporarily to that other position with acting status, and shall be paid at the rate of pay for that position that is at least one increment more than the rate of pay he was being paid, from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

ARTICLE 28 - NEW CLASSIFICATION

- 01 Where the Government wishes to establish a new classification of Engineer which should be included within the terms of this Agreement, the Government shall submit to the Organization written notice of the proposed new classification together with a description of the duties of such classification and the proposed salary schedule.
- 02 The Government will meet with representatives of the Organization to negotiate the salary schedule of such classification for inclusion in this Agreement, and if the Government and the Organization are unable to reach agreement on such salary schedule within 45 days of the commencement of such negotiations, then the following issue regarding the matter may be submitted by either party to an Arbitration Board established under Article 15 of this Agreement for final settlement, namely:

The determination of the salary range of the new classification which shall relate equitably to the salary ranges paid for existing classifications based on a comparison of the relative value of the duties and responsibilities of the new classification.

- 03 The decision of the Arbitration Board shall be final and binding on all parties.

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 01 The provisions contained in the Labour Relations Act dealing with technological change shall be deemed to be included in this Agreement.

ARTICLE 30 - CONTINUING EDUCATION

- 01 The Government and the Organization mutually recognize the desirability of having all Engineers covered by this Agreement able to maintain a high level of knowledge of developments and advances in their particular field of engineering. The employing authority is prepared to receive recommendations from the Organization or from any Engineer in this regard to enable continuing education of the Engineers employed whether by leave of absence, attendance at training programs and seminars or conventions.
- 02 The Government, in accordance with established practices agrees to consider leave of absence for continuing education for a particular Engineer provided:
- (a) The employing authority recommends that an Engineer be authorized to attend a particular training course;
 - (b) the Minister agrees that such training will be of advantage to the service;
 - (c) the Engineer agrees in writing prior to his leave not to terminate his or her services for such period of time as may be mutually agreed upon.

ARTICLE 31 - CIVIL LIABILITY

- 01 If an action or proceeding is brought against any Engineer covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:
- (a) The Engineer, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Government through the Deputy Minister of his department of any such notification or legal process;
 - (b) The Government shall pay any damages or costs awarded against any such Engineer in any such action or proceedings and all legal fees, and/or;
 - (c) The Government shall pay any sum required to be paid by such Engineer in connection with the settlement of any claim made against such Engineer if such settlement is approved by the Government through the Deputy Minister before the same is finalized; provided the conduct of the Engineer which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an Engineer;
 - (d) Upon the Engineer notifying the Government in accordance with paragraph (a) above, the Government and the Engineer shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the Engineer agrees to co-operate fully with appointed counsel.

ARTICLE 32 - JOINT COMMITTEE

- 01 The Government and the Organization shall establish a Joint Committee which shall consist of six (6) members, with three (3) members being selected by either party.
- 02 The Joint Committee shall meet to discuss matters of concern to either party, not less often than once every four (4) months.

ARTICLE 33 - ORGANIZATION SECURITY

- 01 The Government agrees to deduct the amount of monthly dues as determined by the Organization on a bi-weekly basis, from salaries or wages of each and every Engineer covered by this Agreement whether a member of the Organization or not.
- 02 The Government agrees that the aforesaid deduction shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.
- 03 The Organization agrees to advise the Government of the amount of the monthly dues and all amounts deducted under 01 hereof shall be forwarded by the Government to the treasurer of the Organization on a monthly basis. Such dues shall be forwarded to the Organization together with a list of the names of the Engineers for whom deductions have been made.
- 04 ^bIn consideration of the premises, and of the Government making the compulsory deduction of Organization dues as herein provided, the Organization agrees to, and does hereby indemnify and save the Government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the Government by reason of the Government making the compulsory checkoff of Organization dues provided for in this Article.

- 05 The Organization shall notify the Government in writing of any changes in the amount of dues at least two (2) months in advance of the end of the pay period in which the deductions are to be made.
- 06 The Organization shall provide the Government with a list of officers and representatives of the Organization and shall provide the Government with a revised list from time to time as occasion may require.
- 07 The amount of the dues will be certified to the Government over the signature of a responsible officer of the Organization.

ARTICLE 34 - ORGANIZATION BUSINESS

- 01 Any grievor and his Organization representative shall be allowed time off with pay to attend meetings with the employing authority or his authorized designees, relating to processing to a conclusion a grievance or grievances in which the grievor is involved as defined in Article 15 "Grievance Procedure" of this Agreement.
Any Engineer subpoenaed as a witness to an arbitration, shall be allowed time off with pay to attend such arbitration hearing.
- 02 The Government shall grant to a maximum of three (3) Employee Representatives serving on the Negotiation Committee of the Organization time off with pay while meeting with representatives of the Government to negotiate a revised or new Collective Agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this Collective Agreement for such meetings.
- 03 Any Engineer requiring time off to attend hearings under 01 hereof or negotiation meetings under 02 hereof shall give notice to the employing authority or its designee in advance of the time the Engineer is required to be off for such purpose or purposes.

ARTICLE 35 - ASSOCIATION BUSINESS

- 01 Subject to operational requirements, an Engineer may be granted leave of absence with pay for purposes of attending to matters relating to the official business of the Association of Professional Engineers of Manitoba (A.P.E.M.).

ARTICLE 36 - GENERAL PROVISION

- 01 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 02 It is understood and agreed between the parties hereto that the provisions of the General Manual of Administration presently in effect and presently applied to Engineers covered by this Agreement will continue and any subsequent variation of same approved by the Government will be applied to such Engineers, except with respect to those provisions which have been specifically abridged, or modified by this Agreement. Where there is any conflict between any such provisions and the terms of this Agreement, then the terms of this Agreement shall prevail and govern.
- 03 Upon written request of an Engineer, the central records file and/or Departmental Personnel file shall be made available once per year for his examination in the presence of a designated authority.

ARTICLE 37 - SEVERANCE PAY

- 01 Engineers with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act, or death, shall be paid, or to his estate in the event of his death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 02 Engineers with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 03 The rate of pay referred to under 01 and 02 shall be the last rate of pay in effect for the employee at the time of retirement, permanent lay-off or death.
- 04 The payment under 01 hereof shall not be subject to superannuation deductions.
- 05 For the purpose of this Article, continuous employment means consecutive and continuous years or parts of years of employment with the Government of Manitoba, where there has been no break in service involving termination of the Engineer.
- 06 In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service, and any authorized leave of absence without pay or temporary or seasonal lay-off, while not considered a break in service shall not be counted in the total continuous service.

ARTICLE 38 - SALARIES

- 01 The salaries payable to Engineers covered by this Agreement shall be as shown in Schedule "A" which is attached hereto and which forms part of this Agreement.

ARTICLE 39 - REMOTENESS ALLOWANCE

- 01 The Government shall provide remoteness allowance to Engineers in accordance with Schedule "C" attached hereto. It is understood that such allowances are not subject to negotiation between the Government and the Organization, however, any changes made by the Government to these allowances shall apply mutatis mutandis during the life of this Agreement.

ARTICLE 40 - TRANSPORTATION AND ALLOWANCES

- 01 The Government shall provide travel and related expenses to Engineers as outlined in the General Manual of Administration. It is understood that provisions with respect to travel and related expenses are not subject to negotiation between the Government and the Organization, however, any changes made by the Government to these allowances shall apply mutatis mutandis during the life of this Agreement.

ARTICLE 41 - DENTAL PLAN

- 01^b The Government shall continue to provide to Engineers the current dental services plan. The Plan shall be modified to reflect any changes to the plan made by the government.

ARTICLE 42 - RETROACTIVE WAGES

01 Retroactive pay adjustments for the period between March 19, 1983 and the date of signing of this Agreement shall apply to:

- (a) Engineers who are in the employ of the Government on the date of the signing of this Agreement;
- (b) Engineers who have left the service during the above-mentioned period by reason of death or, who have retired in accordance with the provisions of the Civil Service Superannuation Act; and
- (c) Engineers who have left the service during the interim period by reason of being laid-off by the employing authority.

02 Upon written request to the employing authority, within 60 days of the date of the signing of this Agreement, retroactive pay adjustments for the period between March 19, 1983 and the date of the signing of this Agreement shall be made to:

- a) Engineers who have voluntarily terminated their services;
- b) Term Engineers laid off at the end of a specific term of appointment or after the completion of the specific job for which they were employed.

ARTICLE 43 - EFFECTIVE DATES OF NEGOTIATED REVISIONS

01 Unless otherwise specified, all negotiated additions, deletions, amendments and/or revisions to this Agreement from the previous collective agreement shall become effective the first day of the second full bi-weekly pay period immediately following the date of signing of this Agreement. This section is effective March 19, 1983.

ARTICLE 44 - CHANGE OF WORK HEADQUARTERS

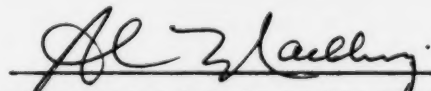
- 01 Where, as a result of a reorganization of a Department or part of a Department an Engineer's work headquarters is moved from one city or town to another city or town requiring a change of residence by the Engineer, the Engineer shall be given notice of the move ninety (90) days in advance of the date upon which the move of the Engineer is to be effected. Such notice shall be provided in writing to the Engineer by the employing authority.
- 02 When such notice has been given to an Engineer and the Engineer is unable to relocate, every reasonable effort will be made to place the Engineer in another suitable position within the civil service.
- 03 When an Engineer has accepted relocation involving a change in residence by the Engineer, the Engineer shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".

ARTICLE 45 - LONG TERM DISABILITY INCOME PLAN

The Government agrees to provide a Long Term Disability Income Plan for all eligible employees.

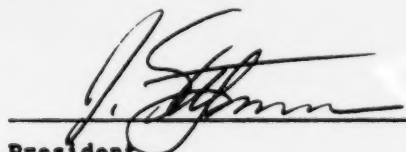
IN WITNESS WHEREOF the Parties have hereunto executed this Agreement the
date above written.

HER MAJESTY THE QUEEN in right of the Province of Manitoba.


Represented herein by the Minister
Responsible for the Civil Service Act

ORGANIZATION OF PROFESSIONAL ENGINEERS EMPLOYED
BY THE PROVINCE OF MANITOBA

Per

 85 12 06
President

 6/12/85
Secretary

LETTER OF UNDERSTANDING - EMPLOYING AUTHORITY

For purposes of this Agreement, "employing authority" shall be as defined in the Interpretations Article. Specifically, an employing authority in respect of a department means:

- (a) the Minister presiding over a department, or
- (b) the Deputy Minister, or
- (c) any person designated by the Minister to act as employing authority in respect of the department on behalf of the Minister.

Persons presently designated under subsection (c) with respect to Engineers under this Agreement are:

Department of Highways - J. Peacock

Department of Government Services - N. Osler

Department of Natural Resources and Environment - D. Doyle

It is understood that this list of designees may be reviewed from time to time and the Organization will be notified in writing of any such revision.

LETTER OF UNDERSTANDING - ENGINEERS APPOINTED EMPLOYING AUTHORITIES

For the purpose of this Agreement, it is agreed by the Government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his being appointed an employing authority.

LETTER OF UNDERSTANDING - SECTION HEAD

For the purpose of this Agreement, it is agreed by the Government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his functioning as a recipient of a grievance at Step 1 of the Grievance Procedure.

LETTER OF UNDERSTANDING - ENGINEER I

For the purpose of this Agreement, the Government agrees to recognize O.P.E.E.P.M. as the bargaining agent for graduate engineers who are employed in Engineer I positions and function as graduate engineers pending their registration as Professional Engineers.

LETTER OF UNDERSTANDING - RECLASSIFICATION PROCEDURE

1. The procedure for "Employee originated requests for reclassification" as it relates to Engineers shall be as specified by the Civil Service Commission on form PSF-187.
2. (a) It is further understood that an Engineer shall be advised of the decision in writing with respect to his request for reclassification within three (3) months of its receipt by Personnel Services Division, Civil Service Commission.

(b) The time limit specified in (a) hereof may be extended by the Personnel Services Division, Civil Service Commission for a period up to three (3) months, and the Engineer involved shall be notified in writing of such extension.
3. If a decision is not received by the affected Engineer within the time limits specified in paragraphs 2(a) and 2(b) then the Engineer shall be entitled to appeal to the Civil Service Commission in accordance with the provisions of The Civil Service Act and its regulations.

SCHEDULE "A"
ENGINEERS' PAY PLAN
1983 - 1986

Effective 19/03/83
through 30/03/84

ENGINEER 1

Annual	20,577	21,428	22,279	23,225	24,189
Bi-Weekly	788.80	821.43	854.05	890.30	927.28
Hourly	10.88	11.33	11.78	12.28	12.79
	25,192	26,270	27,386	28,577	29,826
	965.70	1007.03	1049.80	1095.48	1143.33
	13.32	13.89	14.48	15.11	15.77

ENGINEER 2

	27,386	28,747	29,996	31,282	32,663
	1049.80	1102.00	1149.85	1199.15	1252.08
	14.48	15.20	15.86	16.54	17.27
	34,119	35,632			
	1307.90	1365.90			
	18.04	18.84			

ENGINEER 3

	28,747	29,996	31,282	32,663	34,119
	1102.00	1149.85	1199.15	1252.08	1307.90
	15.20	15.86	16.54	17.27	18.04
	35,632	37,220	38,998		
	1365.90	1426.80	1494.95		
	18.84	19.68	20.62		

ENGINEER 4

	32,663	34,119	35,632	37,220	38,998
	1252.08	1307.90	1365.90	1426.80	1494.95
	17.27	18.04	18.84	19.68	20.62
	40,833	42,800			
	1565.28	1640.68			
	21.59	22.63			

ENGINEER 5

	35,632	37,220	38,998	40,833	42,800
	1365.90	1426.80	1494.95	1565.28	1640.68
	18.84	19.68	20.62	21.59	22.63
	44,691	46,620	48,549		
	1713.18	1787.13	1861.08		
	23.63	24.65	25.67		

**ENVIRONMENTAL
ENGINEER 1**

Annual
Bi-Weekly
Hourly

20,577	21,428	22,279	23,225	24,189
788.80	821.43	854.05	890.30	927.28
10.88	11.33	11.78	12.28	12.79
25,192	26,270	27,386	28,577	29,826
965.70	1007.03	1049.80	1095.48	1143.33
13.32	13.89	14.48	15.11	15.77

**ENVIRONMENTAL
ENGINEER 2**

28,747	29,996	31,282	32,663	34,119
1102.00	1149.85	1199.15	1252.08	1307.90
15.20	15.86	16.54	17.27	18.04
35,632	37,220	38,998		
1365.90	1426.80	1494.95		
18.84	19.68	20.62		

**ENVIRONMENTAL
ENGINEER 3**

31,282	32,663	34,119	35,632	37,220
1199.15	1252.08	1307.90	1365.90	1426.80
16.54	17.27	18.04	18.84	19.68
38,998	40,833	42,800		
1494.95	1565.28	1640.68		
20.62	21.59	22.63		

**ENVIRONMENTAL
ENGINEER 4**

35,632	37,220	38,998	40,833	42,800
1365.90	1426.80	1494.95	1565.28	1640.68
18.84	19.68	20.62	21.59	22.63
44,691	46,620			
1713.18	1787.13			
23.63	24.65			

**INTERMEDIATE
ENGINEER B
(P.I.O.)**

42,800	44,691
1640.68	1713.18
22.63	23.63

PETROLEUM
ENGINEER

29,996	31,282	32,663	34,119	35,632
1149.85	1199.15	1252.08	1307.90	1365.90
15.86	16.54	17.27	18.04	18.84
37,220	38,998			
1426.80	1494.95			
19.68	20.62			

DISTRICT
PETROLEUM
ENGINEER

32,663	34,119	35,632	37,220	38,998
1252.08	1307.90	1365.90	1426.80	1494.95
17.27	18.04	18.84	19.68	20.62
40,833	42,800			
1565.28	1640.68			
21.59	22.63			

SCHEDULE "A"
ENGINEERS' PAY PLAN
1983 - 1986

Effective 31/03/84
through 21/06/85

ENGINEER 1

Annual	20,955	21,806	22,657	23,603	24,568
Bi-Weekly	803.30	835.93	868.55	904.80	941.78
Hourly	11.08	11.53	11.98	12.48	12.99
	25,570	26,648	27,764	28,956	30,204
	980.20	1021.53	1064.30	1109.98	1157.83
	13.52	14.09	14.68	15.31	15.97

ENGINEER 2

	27,764	29,126	30,374	31,660	33,041
	1064.30	1116.50	1164.35	1213.65	1266.58
	14.68	15.40	16.06	16.74	17.47
	34,497	36,010			
	1322.40	1380.40			
	18.24	19.04			

ENGINEER 3

	29,126	30,374	31,660	33,041	34,497
	1116.50	1164.35	1213.65	1266.58	1322.40
	15.40	16.06	16.74	17.47	18.24
	36,010	37,599	39,377		
	1380.40	1441.30	1509.45		
	19.04	19.88	20.82		

ENGINEER 4

	33,041	34,497	36,010	37,599	39,377
	1266.58	1322.40	1380.40	1441.30	1509.45
	17.47	18.24	19.04	19.88	20.82
	41,211	43,178			
	1579.78	1655.18			
	21.79	22.83			

ENGINEER 5

	36,010	37,599	39,377	41,211	43,178
	1380.40	1441.30	1509.45	1579.78	1655.18
	19.04	19.88	20.82	21.79	22.83
	45,069	46,999	48,928		
	1727.68	1801.63	1875.58		
	23.83	24.85	25.87		

ENVIRONMENTAL
ENGINEER 1

Annual	20,955	21,806	22,657	23,603	24,568
Bi-Weekly	803.30	835.93	868.55	904.80	941.78
Hourly	11.08	11.53	11.98	12.48	12.99
	25,570	26,648	27,764	28,956	30,204
	980.20	1021.53	1064.30	1109.98	1157.83
	13.52	14.09	14.68	15.31	15.97

ENVIRONMENTAL
ENGINEER 2

	29,126	30,374	31,660	33,041	34,497
	1116.50	1164.35	1213.65	1266.58	1322.40
	15.40	16.06	16.74	17.47	18.24
	36,010	37,599	39,377		
	1380.40	1441.30	1509.45		
	19.04	19.88	20.82		

ENVIRONMENTAL
ENGINEER 3

	31,660	33,041	34,497	36,010	37,599
	1213.65	1266.58	1322.40	1380.40	1441.30
	16.74	17.47	18.24	19.04	19.88
	39,377	41,211	43,178		
	1509.45	1579.78	1655.18		
	20.82	21.79	22.83		

ENVIRONMENTAL
ENGINEER 4

	36,010	37,599	39,377	41,211	43,178
	1380.40	1441.30	1509.45	1579.78	1655.18
	19.04	19.88	20.82	21.79	22.83
	45,069	46,999			
	1727.68	1801.63			
	23.83	24.85			

INTERMEDIATE
ENGINEER B
(P.I.O.)

	43,178	45,069
	1655.18	1727.68
	22.83	23.83

PETROLEUM
ENGINEER

30,374	31,660	33,041	34,497	36,010
1164.35	1213.65	1266.58	1322.40	1380.40
16.06	16.74	17.47	18.24	19.04
37,599	39,377			
1441.30	1509.45			
19.88	20.82			

DISTRICT
PETROLEUM
ENGINEER

33,041	34,497	36,010	37,599	39,377
1266.58	1322.40	1380.40	1441.30	1509.45
17.47	18.24	19.04	19.88	20.82
41,211	43,178			
1579.78	1655.18			
21.79	22.83			

SCHEDULE "A"
ENGINEERS' PAY PLAN
1983 - 1986

Effective 22/06/85
through 27/09/85

ENGINEER 1

Annual	20,955	21,806	22,657	23,603	24,568
Bi-Weekly	803.30	835.93	868.55	904.80	941.78
Hourly	11.08	11.53	11.98	12.48	12.99
	25,570	26,648	27,764	28,956	30,204
	980.20	1021.53	1064.30	1109.98	1157.83
	13.52	14.09	14.68	15.31	15.97

ENGINEER 2

	27,764	29,126	30,374	31,660	33,041
	1064.30	1116.50	1164.35	1213.65	1266.58
	14.68	15.40	16.06	16.74	17.47
	34,497	36,010	37,599		
	1322.40	1380.40	1441.30		
	18.24	19.04	19.88		

ENGINEER 3

	29,126	30,374	31,660	33,041	34,497
	1116.50	1164.35	1213.65	1266.58	1322.40
	15.40	16.06	16.74	17.47	18.24
	36,010	37,599	39,377	41,211	
	1380.40	1441.30	1509.45	1579.78	
	19.04	19.88	20.82	21.79	

ENGINEER 4

	33,041	34,497	36,010	37,599	39,377
	1266.58	1322.40	1380.40	1441.30	1509.45
	17.47	18.24	19.04	19.88	20.82
	41,211	43,178	45,069		
	1579.78	1655.18	1727.68		
	21.79	22.83	23.83		

ENGINEER 5

	36,010	37,599	39,377	41,211	43,178
	1380.40	1441.30	1509.45	1579.78	1655.18
	19.04	19.88	20.82	21.79	22.83
	45,069	46,999	48,928	51,122	
	1727.68	1801.63	1875.58	1959.68	
	23.83	24.85	25.87	27.03	

ENVIRONMENTAL
ENGINEER 1

Annual
Bi-Weekly
Hourly

20,955	21,806	22,657	23,603	24,568
803.30	835.93	868.55	904.80	941.78
11.08	11.53	11.98	12.48	12.99
25,570	26,648	27,764	28,956	30,204
980.20	1021.53	1064.30	1109.98	1157.83
13.52	14.09	14.68	15.31	15.97

ENVIRONMENTAL
ENGINEER 2

29,126	30,374	31,660	33,041	34,497
1116.50	1164.35	1213.65	1266.58	1322.40
15.40	16.06	16.74	17.47	18.24
36,010	37,599	39,377	41,211	
1380.40	1441.30	1509.45	1579.78	
19.04	19.88	20.82	21.79	

ENVIRONMENTAL
ENGINEER 3

31,660	33,041	34,497	36,010	37,599
1213.65	1266.58	1322.40	1380.40	1441.30
16.74	17.47	18.24	19.04	19.88
39,377	41,211	43,178	45,069	
1509.45	1579.78	1655.18	1727.68	
20.82	21.79	22.83	23.83	

ENVIRONMENTAL
ENGINEER 4

36,010	37,599	39,377	41,211	43,178
1380.40	1441.30	1509.45	1579.78	1655.18
19.04	19.88	20.82	21.79	22.83
45,069	46,999	48,928		
1727.68	1801.63	1875.58		
23.83	24.85	25.87		

INTERMEDIATE
ENGINEER B
(P.E.O.)

43,178	45,069
1655.18	1727.68
22.83	23.83

PETROLEUM
ENGINEER

30,374	31,660	33,041	34,497	36,010
1164.35	1213.65	1266.58	1322.40	1380.40
16.06	16.74	17.47	18.24	19.04
37,599	39,377	41,211		
1441.30	1509.45	1579.78		
19.88	20.82	21.79		

DISTRICT
PETROLEUM
ENGINEER

33,041	34,497	36,010	37,599	39,377
1266.58	1322.40	1380.40	1441.30	1509.45
17.47	18.24	19.04	19.88	20.82
41,211	43,178	45,069		
1579.78	1655.18	1727.68		
21.79	22.83	23.83		

SCHEDULE "A"

ENGINEERS' PAY PLAN

1983 - 1986

Effective 28/09/85
through 26/09/86

ENGINEER 1

Annual	21,579	22,468	23,338	24,303	25,305
Bi-Weekly	827.23	861.30	894.65	931.63	970.05
Hourly	11.41	11.88	12.34	12.85	13.38
	26,346	27,443	28,596	29,826	31,112
	1009.93	1051.98	1096.20	1143.33	1192.63
	13.93	14.51	15.12	15.77	16.45

ENGINEER 2

	28,596	29,996	31,282	32,606	34,024
	1096.20	1149.85	1199.15	1249.90	1304.28
	15.12	15.86	16.54	17.24	17.99
	35,537	37,088	38,733		
	1362.28	1421.73	1484.80		
	18.79	19.61	20.48		

ENGINEER 3

	29,996	31,282	32,606	34,024	35,537
	1149.85	1199.15	1249.90	1304.28	1362.28
	15.86	16.54	17.24	17.99	18.79
	37,088	38,733	40,549	42,440	
	1421.73	1484.80	1554.40	1626.90	
	19.61	20.48	21.44	22.44	

ENGINEER 4

	34,024	35,537	37,088	38,733	40,549
	1304.28	1362.28	1421.73	1484.80	1554.40
	17.99	18.79	19.61	20.48	21.44
	42,440	44,464	46,412		
	1626.90	1704.48	1779.15		
	22.44	23.51	24.54		

ENGINEER 5

	37,088	38,733	40,549	42,440	44,464
	1421.73	1484.80	1554.40	1626.90	1704.48
	19.61	20.48	21.44	22.44	23.51
	46,412	48,417	50,403	52,654	
	1779.15	1856.00	1932.13	2018.40	
	24.54	25.60	26.65	27.84	

ENVIRONMENTAL
ENGINEER 1

Annual	21,579	22,468	23,338	24,303	25,305
Bi-Weekly	827.23	861.30	894.65	931.63	970.05
Hourly	11.41	11.88	12.34	12.85	13.38
	26,346	27,443	28,596	29,826	31,112
	1009.93	1051.98	1096.10	1143.33	1192.63
	13.93	14.51	15.12	15.77	16.45

ENVIRONMENTAL
ENGINEER 2

	29,996	31,282	32,606	34,024	35,537
	1149.85	1199.15	1249.90	1304.28	1362.28
	15.86	16.54	17.24	17.99	18.79
	37,088	38,733	40,549	42,440	
	1421.73	1484.80	1554.40	1626.90	
	19.61	20.48	21.44	22.44	

ENVIRONMENTAL
ENGINEER 3

	32,606	34,024	35,537	37,088	38,733
	1249.90	1304.28	1362.28	1421.73	1484.80
	17.24	17.99	18.79	19.61	20.48
	40,549	42,440	44,464	46,412	
	1554.40	1626.90	1704.48	1779.15	
	21.44	22.44	23.51	24.54	

ENVIRONMENTAL
ENGINEER 4

	37,088	38,733	40,549	42,440	44,464
	1421.73	1484.80	1554.40	1626.90	1704.48
	19.61	20.48	21.44	22.44	23.51
	46,412	48,417	50,403		
	1779.15	1856.00	1932.13		
	24.54	25.60	26.65		

INTERMEDIATE
ENGINEER B
(P.S.O.)

	44,464	46,412
	1704.48	1779.15
	23.51	24.54

PETROLEUM
ENGINEER

31,282	32,606	34,024	35,537	37,088
1199.15	1249.90	1304.28	1362.28	1421.73
16.54	17.24	17.99	18.79	19.61

38,733	40,549	42,440
1484.80	1554.40	1626.90
20.48	21.44	22.44

DISTRICT
PETROLEUM
ENGINEER

34,024	35,537	37,088	38,733	40,549
1304.28	1362.28	1421.73	1484.80	1554.40
17.99	18.79	19.61	20.48	21.44

42,440	44,464	46,412
1626.90	1704.48	1779.15
22.44	23.51	24.54

SCHEDULE "B"

SAMPLE LETTER TO BE SENT TO TERM ENGINEERS AT TIME OF HIRE

Date: _____

Dear _____:

Your term appointment is effective _____ (date) _____ as a _____
(classification) _____ at _____ (bi-weekly rate of pay) _____. Your term
appointment will expire on _____ (date) _____.

NO FURTHER NOTICE OF THE EXPIRATION DATE OF YOUR TERM APPOINTMENT SHALL BE
PROVIDED EXCEPT FOR CASES OF LAY-OFF OR TERMINATION PRIOR TO THE EXPIRY DATE
OF YOUR TERM APPOINTMENT.

Yours truly,

SCHEDULE "C"

REMOTENESS ALLOWANCES

1:01

Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.

1:02

Eligibility Claim: A notarized eligibility claim, in a standard format to be determined by the Government in accordance with the provisions of this Article for the payment of dependent's or single rate of allowances shall be submitted to the employing authority when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.

1:03

Single or Dependent's Allowance: Subject to section 1:05, the Single Allowance will be paid to employees that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to sections 1:04 and 1:05 and to the following criteria and conditions:

The employee shall be supporting one or more dependents where a dependent includes:

- a marital partner living with and dependent on the employee for main and continuing support;
- an unmarried child under 18 years of age;
- an unmarried children over 18 years but under 21 years if in full time attendance at school or university or similar educational institution;
- an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.

1:04

There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one year prior to the application for Dependent's rate.

1:05

Where both marital partners are employees of the Province of Manitoba in any Department, Board, Agency or Commission to which this Master Agreement or the Civil Service Regulations covering Remoteness Allowances apply, but subject to Section: 06 that follows, the Dependent rate shall be paid to one partner only and the other partner will not receive either the Dependent or Single Rate of Remoteness Allowance.

1:06

Where both marital partners are employees of the Province of Manitoba in any Department, Board, Agency or Commission to which this Master Agreement or the Civil Service Regulations covering Remoteness Allowances apply, the Dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the Dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

1:07 - Locations and Residence

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to his headquarters the location for Remoteness Allowance shall be determined by the employing authority.

Where there is no community in relation to which the employee has a residence for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

1:08 - Hourly Rate Personnel & Employees Hired on an "if, as and when" Basis

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered for the bi-weekly period, for the following conditions:

- (a) for each day the employee is at work irrespective of the number of hours work; OR
- (b) for each day that the employee is recognized as being a "standby".

1:09

The Remoteness Allowances for the various communities, for Single or Dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section 1:08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

1:10 - Rates

The bi-weekly Remoteness Allowances relative to each location at Single and Dependent's rate are shown in Section 1:15 hereto. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the Government formula.

1:11 - Geographic Eligibility

No location will be included for Remoteness Allowance that is 250 Kilometers or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of 65 Kilometers or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals 200 or more Kilometers. No location having road access and situated south of the 53 parallel of latitude will be included unless the criterion concerning off-highway access was met.

1:12 - Bunk Houses or Similar Accommodation

In areas where a Remoteness Allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the Remoteness Allowance applicable to that community. Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three (3) months or more), they shall receive in addition twenty-five percent (25%) of the Remoteness Allowance applicable to that community.

The rates shall be based on the community closest to the location where accommodation is supplied.

Employees stationed in a remote area who are provided with room and board shall not receive any form of living or Remoteness Allowance.

1:13 - Duplication of Allowances by Reason of Retroactivity

Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive hereunder only the difference, if any, between what he was entitled to receive under those provisions and what he is entitled to receive hereunder.

1:14

A full time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

1:15 BI-WEEKLY REMOTENESS ALLOWANCES

<u>LOCATIONS</u>	<u>Effective April 27, 1985</u>		<u>Effective April 26, 1986</u>	
	<u>DEPENDENTS</u>	<u>SINGLE</u>	<u>DEPENDENTS</u>	<u>SINGLE</u>
Anama Bay	\$ 87.32	\$ 53.94	\$ 89.94	\$ 56.56
Berens River	167.29	93.77	172.31	98.79
Bissett	110.97	64.25	114.30	67.58
Bloodvein River	169.80	95.37	174.89	100.46
Brochet	199.85	112.52	205.85	118.52
Churchill	161.55	96.12	166.40	100.97
Cormorant	94.31	59.13	97.14	61.96
Cranberry Portage	80.82	50.04	83.24	52.46
Crane River	75.30	47.26	77.56	49.52
Cross Lake	179.87	101.70	185.27	107.10
Easterville	82.52	51.19	85.00	53.67
Flin Flon	69.93	42.72	72.03	44.82
Gillam	143.71	85.26	148.02	89.57
Gods Lake Narrows	198.21	111.42	204.16	117.37
Gods River	200.79	113.16	206.81	119.18
Grand Rapids	80.22	46.68	82.63	51.09
Ilford	214.70	120.14	221.14	126.58
Island Lake				
or Garden Hill	184.67	103.12	190.21	108.66
Jen Peg	131.16	76.81	135.09	80.75
Lac Brochet	217.77	122.14	224.30	128.67
Leaf Rapids	110.93	67.58	114.26	70.91
Little Grand Rapids	177.97	98.61	183.31	103.95
Lynn Lake	114.55	68.00	117.99	71.44
Manigotagan	110.97	64.25	114.30	67.58
Matheson Island	88.85	54.97	91.52	57.64
Moose Lake	119.80	72.70	123.39	76.29
Negginan/				
Poplar Point	170.10	95.66	175.20	100.76
Nelson House	122.49	73.35	126.16	77.02
Norway House	160.00	89.43	164.80	94.23

Article 1:15 BI-WEEKLY REMOTENESS ALLOWANCES

<u>LOCATIONS</u>	<u>Effective April 27, 1985</u>		<u>Effective April 26, 1986</u>	
	<u>DEPENDENTS</u>	<u>SINGLE</u>	<u>DEPENDENTS</u>	<u>SINGLE</u>
Oxford House	\$194.44	\$108.73	\$200.27	\$114.56
Pikwitonie	156.85	92.04	161.56	96.75
Pukotawagan	129.25	77.89	133.13	81.77
Red Sucker Lake	197.18	110.57	203.10	116.49
St. Therese Point	184.67	103.12	190.21	108.66
Shamattawa	211.02	119.89	217.35	126.22
Sherridon	127.75	76.88	131.58	80.71
Snow Lake	95.97	58.56	98.85	61.44
Southern Indian Lake	203.25	114.66	209.35	120.76
Split Lake	211.48	117.98	217.82	124.32
Tadoule Lake	221.12	124.47	227.75	131.10
The Pas	65.63	39.34	67.60	41.31
Thicket Portage	156.51	91.81	161.21	96.51
Thompson	80.22	48.20	82.63	50.61
Wabowden	109.83	65.98	113.12	69.27
Waterhen	82.84	50.88	85.33	53.37
York Landing	213.31	121.58	219.71	127.98

FLEXIBLE HOURS GUIDELINES

REFERENCE ARTICLE 16:03

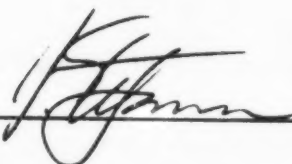
A division or branch within a department may, subject to the approval of the employing authority, determine the most suitable arrangements of hours of work for "office" employees in accordance with the following guidelines:

- a) The office must remain open during the hours 8:30 A.M. to 4:30 P.M. with an extension to 5:00 P.M. where it is deemed necessary to provide service to the public.
- b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- c) The earliest starting time is 7:30 A.M., the latest finishing time is 6:00 P.M., and the minimum allowable lunch period is 45 minutes.
- d) Varied starting or finishing times must comprise a minimum of 30 minutes prior to or after normal office hours.
- e) Service to the public must not be downgraded by the change in hours.
- f) Employees must work 7 1/4 hours per day and 36 1/4 hours per week exclusive of lunch periods.
- g) All employees must be present at work during a core period of 10:00 A.M. to 3:00 P.M., less lunch periods.
- h) The normal work week continues to be Monday to Friday inclusive.

MEMORANDUM OF AGREEMENT

Subject: Vacation

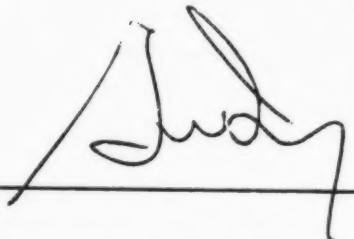
- 1) The parties hereto agree that effective April 1, 1985 engineers will receive five twelfths (5/12) of a day's vacation per complete month of service in the 1984-85 vacation year.
- 2) Such vacation shall be in addition to any vacation to which they may be eligible under Article 19 - Vacations.



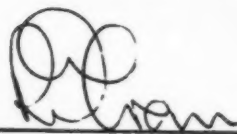
On Behalf of the Organization of
Professional Engineers Employed
by the Province of Manitoba

Dec 20, 1985

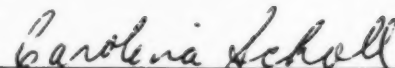
Date



On Behalf of the Government



Witness



Witness

MEMORANDUM OF AGREEMENT

Subject: General Pay Increase

Effective September 27, 1986 the hourly rates of pay in the play plan will be increased by a General Pay Adjustment to be determined as follows:

- 1) Calculate the Total Percentage (%) Change in the Winnipeg Consumer Price Index (CPI) All Items as determined by Statistics Canada for the 12 month period from October 1985 to September 1986. The Total % Change is the sum of the percent in each of the 12 months in the period.

Total % = % Change in Index	+	<u>Nov. '85</u>	+		+	<u>Sept. '86</u>
Change from Oct. '84 to Oct. '85		Nov. '84				Sept. '85

- 2) Calculate the Average Percentage (%) Change by dividing the Total % Change by 12. Round to the nearest tenth (1/10th) of a percent.
- 3) The General Pay Adjustment (GPA) will consist of two components -
 - (a) a percentage component and (b) a dollar component.
 - a) Calculate the percentage component of the General Pay Adjustment by dividing the Average Percentage Change by 2.
 - b) Calculate the dollar portion of the General Pay Adjustment by applying the percentage component to an average bi-weekly salary of \$1,000.00 bi-weekly. The hourly amount will be calculated on the basis of the 36 1/4 hours of work per week.

4) The hourly rates for each classification in the pay plan will be increased by:

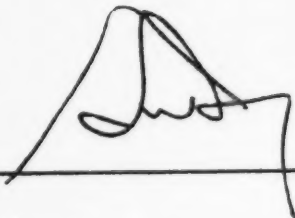
- a) applying the percentage component of the GPA.
- b) then applying the dollar component of the GPA.
- c) rounding the result to the nearest cent.



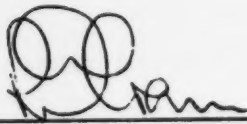
On Behalf of the Organization of
Professional Engineers Employed
by the Province of Manitoba

Dec 20, 1985

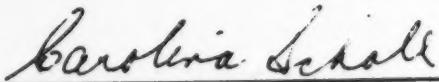
Date



On Behalf of the Government



Witness



Witness